

TOWN OF AJAX PURCHASE ORDER TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. Town: The Corporation of the Town of Ajax
- 1.2. Department: Any department, section or division of the Town.
- 1.3. Bidder: An individual, firm or corporation submitting a Bid to the Town.
- 1.4. Company: The person, contractor, consultant, firm or corporation to whom the Town has awarded the Contract, its successors and assigns.
- 1.5. Bid Document: A Request for Tender, Quotation or other document that states the Town's desire to buy and Bidder's offer to sell to the Town, the Goods/Services.
- 1.6. Bid: The Bidder's offer to sell the Goods/Services to the Town.
- 1.7. Goods: Set out in the Bid Document, including Services, where applicable, and defined in the specifications of the Town's requirement.
- 1.8. Work: All labour, materials, products, resources, articles, services, supplies and acts required to be done, furnished or performed by the Company, which are the subject of the Contract.

2. CONTRACT

- 2.1. The Contract between the parties consists of these Purchase Order Terms & Conditions and those provisions set out on the face of the Purchase Order (PO), including any documentation referenced therein.
- 2.2. The Contract shall not be assigned, subcontracted or amended in whole or in part, without written consent of the Town.
- 2.3. The Contract is governed by Ontario law.

3. ORDER OF PRECEDENCE

- 3.1. If this PO is the result of a Bid Document issuance and/or an agreement made between the Town and the Company, the written terms, conditions, specifications and instructions outlined in the Bid Document and/or agreement, shall take precedence.

4. CONTRACT PERFORMANCE

- 4.1. The Company shall perform the Contract in accordance with the terms of the Bid Document and the specifications, where referenced in the PO. Non-performance may result in cancellation of the Contract without charges to the Town and/or the removal of the Bidder's eligibility to submit future Bids.

5. CONTRACT TERMINATION

- 5.1. The Town may terminate the Contract in whole or in part without liability or prior written notice if the Goods/Services are not provided by the Company in the timeframe specified. The Company shall give the Town written notice of the cause of any delay, and the Town in its' sole discretion may choose to accept extensions in

delivery timeframes or terminate the Contract and cancel the PO.

6. PRICING

- 6.1. All prices shown on the PO are firm, in Canadian dollars unless otherwise specified, and are not subject to adjustment. Any applicable taxes shall be shown separately from the unit or lump sum amounts.

7. DELIVERY OF GOODS

- 7.1. Goods delivered by the Company to the Town must be new and of the latest model, possessing all accessories standard to the manufacturer's stock model. The Goods must also meet the specifications and be free of defects and fit for the purpose intended by the Town. The Goods must be covered by written guarantees and warranties acceptable to the Town.
- 7.2. Goods shall be securely and properly packed for shipment.
- 7.3. Workplace Hazardous Materials Information System [WHMIS] regulations applicable to the Goods must be followed by the Company. Proper labels must be affixed to the Goods and Safety Data Sheets [SDS] must be provided, all prior to the acceptance of the shipment by the Town.

8. FOB POINT

- 8.1. All shipments shall be FOB Destination.
- 8.2. If the Company intends to manufacture or fabricate any part of the Goods outside of Canada, the Company shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

9. FREIGHT/DELIVERY FEES

- 9.1. Unless otherwise agreed to in writing by the Town, all costs associated with the delivery to the Towns facility location(s) shall be included in the unit price and include but not be limited to; labour, equipment, travel time, customs duty, excise tax, freight, insurances, fuels, energy costs, etc.

10. INSPECTION AND REJECTION

- 10.1. The Town shall prescribe the criteria to be used to confirm that the Goods/Services meet the specifications. The Company must, upon request, provide proof satisfactory to the Town, that the Goods/Services meet the specifications. The Town has the right to inspect any Goods prior to delivery.
- 10.2. If samples are requested, they shall be delivered within three working days of the request, free of charge.

- 10.3. Any item of the Goods/Services which fails to meet the specifications may be rejected by the Town. The decision of the Town is final and not subject to review.

- 10.4. The Town may purchase Goods/Services on the open market to maintain supply, if the Company fails to deliver Goods/Services within timelines as specified, or fails to replace rejected Goods/Services that are defective or not as specified. The Company shall reimburse the Town for any excess costs. These purchases will be deducted from the Contract quantities and/or the balance of PO quantities cancelled.

11. WARRANTY

- 11.1. Unless a greater warranty period is stated in the specifications of the Bid Document or offered by the Company in its' Bid, the minimum warranty of one year from the time of receipt of the Goods by the Town or upon completion and acceptance of the Work by the Town, shall apply.

12. INDEMNIFICATION

- 12.1. The Company shall indemnify and save harmless the Town from all claims, arising from the sale and delivery of the Goods/Services to the Town or from any copyright, trade-mark, trade secret or patent used or infringed by the Company in the manufacture or supply of the Goods/Services.
- 12.2. The Company shall carry at its expense, liability insurance, if required by the Town for the performance of the Contract.

13. PAYMENT TERMS

- 13.1. Payment will be made 30 days after delivery, pursuant to the Company submitting an invoice, Contract requirements being completed and Work being deemed satisfactory by the Town. Payments made, including final payment shall not relieve the Company from its obligations or liabilities under the Contract.
- 13.2. Invoices shall be addressed to the Town as follows and to ensure prompt payment, must reference the PO number.

Town of Ajax
Attn: Accounts Payable
65 Harwood Avenue South, Ajax, ON L1S 2H9

Invoices can be sent electronically to:
ap@ajax.ca